



## Fuel Supplier/Vendor Agreement Wisconsin Home Energy Assistance Program

Vendor Number  
(DOA Use Only)

This Fuel Supplier/Vendor Agreement is entered into by and between the State of Wisconsin, Department of Administration, Division of Energy, Housing and Community Resources hereinafter the "Division", P. O. Box 7970, Madison, WI 53707-7970 and;

### For DOA Use Only

Under the following terms:

1. Definitions
  - a) Agency means the county or tribal entity (or its designated subcontractor) that administers WHEAP.
  - b) Department means the Wisconsin Department of Administration.
  - c) Division means the Division of Energy, Housing and Community Resources at the Wisconsin Department of Administration.
  - d) Energy Burden means having responsibility for the cost of home energy. Examples: a household may purchase from a fuel supplier, may make undesignated payments in the form of rent, may cut their own wood, etc.
  - e) Fuel Supplier means any individual, partnership or corporation in the business of supplying energy to customers. Trailer park owners and other such persons receiving fuel from a fuel supplier and then providing tenants or homeowners with said fuel do not meet the definition of fuel provider as used in this contract. Landlords may register as a vendor to receive payments for a security deposit or first month's rent in limited situations.
  - f) Home Energy includes heating and electric costs.
  - g) Vendor means any individual, partnership or corporation in the business of supplying energy related services to customers.
  - h) WHEAP means the Wisconsin Home Energy Assistance Program.
  - i) WHEAP Payment includes regular heating, regular Public Benefits (PB), furnace services and all crisis payments.
2. The Division agrees to the following:
  - a) To provide funds under the WHEAP program that includes the federal Low Income Energy Assistance Act and the State Public Benefit Program.
  - b) To assign a vendor number to each supplier after the agreement is signed; and
3. The Supplier agrees to the following:
  - a) To provide home heating/electric related services to each eligible residential household in an amount equal to the WHEAP payment received in the current heating season.
  - b) Apply the regular heating and regular PB payments to current heating season costs.
  - c) In program years where the Division releases a supplemental WHEAP payment, it will be treated as part of the original benefit of the current heating season.
  - d) Apply crisis payments as directed by the Weekly Payment Register or Agency.
  - e) Return crisis payments as a separate payment to the Division, under the guidelines of the "Home Energy Assistance Program Vendor Refund Policy," number seven.
  - f) To deduct from subsequent payments any regular heating or regular PB payment(s) made in error to your company.
  - g) To charge the eligible household using the Supplier's normal billing process.
  - h) To charge all eligible WHEAP recipients the price normally charged for the home energy delivered to a non-eligible, similarly situated household.
  - i) Not to discriminate against an eligible WHEAP household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other home energy customers.
  - j) To provide an invoice to WHEAP recipients clearly indicating the amount of home energy provided and the cost of said energy.
  - k) To clearly enter on the customer's bill the amount of WHEAP payments received in a manner which identifies the payment as received from the Wisconsin Home Energy Assistance Program.
- c) To issue to a vendor or fuel supplier a single check or Electronic Fund Transfer (EFT) that includes payments for all eligible households. A payment register will precede the deposit or check. The register will include the name of the WHEAP applicant, the amount to be applied to each account name and number, and the address and county of residence of the applicant.

- l) To maintain an accounting system and supporting fiscal records for five years available to Division representatives upon reasonable notice.
- m) To fully cooperate with the Division's monitoring practices; including but not limited to providing requested documentation within set time frames, as well as communicating with Division staff.
- n) To comply with all Wisconsin laws, regulations or other requirements pertaining to the supplying of home energy for residential use. In the event of any dispute between the Division and the Supplier, the venue for any legal action arising out of this Agreement shall be Dane County, Wisconsin.
- o) To provide at no cost to the Division, client, or agency, written information on an applicant household's home energy costs, bill payment history, or arrearage history for at least the previous 12 monthly billing periods.
- p) To provide at no cost to the Department, or an authorized agent to the Department, for the purposes of research, evaluation, and analysis, information on household energy costs and energy usage for participants of the Home Energy Plus program. This may include information that covers pre- and post-weatherization services.
- q) To report to the Agency situations that threatens life, health or safety.
- r) To cooperate with the Agency in developing procedures to respond to immediate and potential emergencies.
- s) To cooperate with the Agency in providing home energy related services to eligible households.
- t) To provide the information requested on the attached forms.
- u) To comply with the terms of this agreement for clients who have WHEAP payments transferred from another fuel supplier.
- v) To notify the Division in writing of any changes that occur relative to the information provided in this agreement (email is an acceptable form of written correspondence).
- w) To notify the Division of mergers and/or acquisitions. Mergers and acquisitions may affect the company's policies and service areas. A new vendor agreement reflecting such

- policy and service area changes must be submitted to the division.
- x) To provide the contents of this agreement to all applicable staff
  - y) To hold the Division harmless and to indemnify the Division, the Department, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of Supplier, its agents, officer, employees or subcontractor. Notwithstanding anything else herein to the contrary in no event will either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits.

4. Length of Agreement

- a) This agreement is in effect until terminated as described in Item number five Termination. Both parties have executed this agreement as of the day and year indicated by the DOA agent's signature.

5. Termination

- a) This agreement will terminate effective immediately upon determination by the Division that the Supplier is not in compliance with the terms of this agreement. The Supplier will be notified within ten (10) days of termination.
- b) Either the Division or the Supplier may terminate this agreement by giving the other party at least ten (10) days written notice.

6. Entire Agreement

- a) It is understood and agreed that the entire agreement between the parties is contained on this form DOA-9560 (Fuel Supplier/Vendor Agreement).
- b) This contract supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof.

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Fuel Supplier/Vendor Agency Signature

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Date (mm/dd/ccyy)

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Division of Energy, Housing and Community Resources Signature

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Date (mm/dd/ccyy)

## Home Energy Assistance Program Vendor Refund Policy

The following is a statement of the Wisconsin Home Energy Assistance Program refund policy for vendors to be followed where credit balances of WHEAP payments exist:

1. Credit Balances

If no change occurs in the residence of the WHEAP recipient and the recipient retains the same supplier with an active account; the credit balance of WHEAP funds remains with the supplier until exhausted.

2. Unclaimed Credit Balances

In the event there is a balance of WHEAP funds remaining on an account AND the account becomes inactive, AND the supplier is unable to locate the customer, the balance of funds is to be returned by check to the Division with the information listed in number seven.

3. Move Within State & Change of Fuel Supplier

If the recipient changes fuel suppliers, fuel type, or moves to another residence within the state and has a relationship with a new fuel supplier; then the supplier holding the credit balance of WHEAP payment MUST TRANSFER THE BALANCE TO THE NEW FUEL SUPPLIER OR NEW ACCOUNT.

EXCEPTION: In the event a recipient changes electric providers and the new electric provider is not a participant of the State Public Benefits program, any non-heating electric credit balance is to be returned to the Division with the information listed in number seven.

4. Move and No Relationship with Fuel Supplier

When a WHEAP recipient moves his or her household and as a result the recipient has no direct relationship with a fuel supplier, the following must occur:

- a) Any credit balance of regular heating is to be transferred by check or cash to the recipient.
- b) Any credit balance of regular PB payments or crisis payments is to be returned by check to the Division with the information listed in number seven.
- c) Notification to Landlords of the amount of remaining fuel in tanks of WHEAP recipient tenants who have moved from residence. Landlords must issue a refund to the WHEAP recipient tenant for the amount of fuel remaining. If unable to locate the WHEAP recipient tenant, the Landlord shall issue a refund to the Division with the information listed in number seven.

5. Move Out of State

When a WHEAP recipient moves out of Wisconsin any credit balance of regular heating payments is to be transferred to the recipient within 30 days of the move. In the event an out of state forwarding address is unavailable the supplier must follow the

procedures listed in item number two or number three of the Refund Policy. Any balance of regular PB payments or any crisis payment is to be returned by check to the Division with the information listed in # 7.

6. Deceased Recipient — In the event a credit balance remains and the account is closed, the credit will be refunded to the program. Submit a check to the Division with the information listed in number seven.

7. Return Address for Refunds to the State of Wisconsin

Mail refunds to:

DOA/DIVISION OF ENERGY, HOUSING &  
COMMUNITY RESOURCES

Attn: WHEAP Refund  
101 E Wilson St, 6<sup>th</sup> Floor  
P. O. Box 7970  
Madison, WI 53707-7970

Refunds must include the following information:

- Customer's name;
  - Customer's address;
  - Name of agency where customer applied for WHEAP assistance;
  - Date of energy assistance check;
  - Reason for the return; and
  - Type of funds. (i.e.: regular heating, regular PB or crisis)
8. Supplemental WHEAP Payment – In program years where the Division releases a supplemental WHEAP payment, it will be treated as part of the original benefit of the current heating season.
9. Vendor Payments — All regular heating and regular PB payments made to a fuel supplier shall be applied to current heating season costs. WHEAP payments that exceed current heating season costs shall be applied as credit to the customers' account. Credit balances shall be handled in accordance with the policies of this agreement. Any balance remaining shall be credited to the customer's account.
10. Incorrect Payments

All suppliers are required to review the weekly payment register for accuracy of regular heating, regular PB and crisis payments. In the event a regular heating or regular PB payment is made to a supplier in error, the vendor should contact the local agency (listed on the payment register) where the client applied for WHEAP benefits. Local Agencies must be contacted within 30 days to correct the error. Regular Heating and regular PB payments made in error must be corrected by the local WHEAP agency and will be refunded from the next WHEAP payment made to the supplier. In the event a crisis payment is made to a supplier in error, a check for the amount of the payment error must be returned to the state using the return information in item number seven.



The information listed below should reflect normal business practices

Vendor Trade Name	Vendor Number	Branch Number (if applicable)
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Are you interested in Automatic Clearing House/Electronic Funds Transfer if available?  Yes  No

Please check how you would like to receive client information payment notification (vendor register).

- In paper format; mailed to you
- An e-mail notification will be sent when payment is available. Use the Home Energy Plus System to access the Weekly Payment Register.

Appointing a Profile Management Administrator (PMA) provides access to the Home Energy Plus System and the responsibility of creating and maintaining user profiles of others within your business. If the method for receiving client information payment notification was selected as e-mail, this is mandatory; for all others it is optional.

Home Energy Plus System Profile Management Administrator(PMA)	PMA Phone
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PMA Fax	PMA E-mail		
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PMA Address	City	State	Zip
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Primary Contact	Primary Phone	Customer Service Phone*
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Primary Fax	Primary E-mail		
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Primary Address	City	State	Zip
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Payment/Check Contact	Payment Phone		
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Payment/Check Fax	Payment/Check E-mail		
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Payment/Check Address	City	State	Zip
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Legal Name (as used on Federal Tax Form 1099)			
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Legal Address	City	State	Zip
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\*\*Taxpayer Identification Number (TIN) \_\_\_\_\_

(CHECK ONLY ONE):

- Employer ID Number (FEIN)     Individual Taxpayer Identification Number (ITIN)     Social Security Number (SSN)

Type of Entity:

- Individual/Sole Proprietor     Corporation     Limited Liability Company     Government Entity

Services Offered:

- Home Energy Supplies (heater, blankets, etc)     Weatherization Agency     Lodging

Fuels Provided:

- Electric                                     Propane  
 Fuel Oil                                     Wood  
 Natural Gas                                 Other

\*This number appears on WHEAP client notices

\*\*If you do not have a TIN, you should apply for one immediately. Request a form #SS-05 from the Internal Revenue Service or the Social Security Administration

Counties/Tribes Served (Please check all that apply)

<input type="checkbox"/> 1-Adams	<input type="checkbox"/> 2-Ashland*	<input type="checkbox"/> 3-Barron	<input type="checkbox"/> 4-Bayfield	<input type="checkbox"/> 5-Brown*
<input type="checkbox"/> 6-Buffalo	<input type="checkbox"/> 7-Burnett*	<input type="checkbox"/> 8-Calumet	<input type="checkbox"/> 9-Chippewa	<input type="checkbox"/> 10-Clark
<input type="checkbox"/> 11-Columbia	<input type="checkbox"/> 12-Crawford	<input type="checkbox"/> 13-Dane	<input type="checkbox"/> 14-Dodge	<input type="checkbox"/> 15-Door
<input type="checkbox"/> 16-Douglas*	<input type="checkbox"/> 17-Dunn	<input type="checkbox"/> 18-Eau Claire	<input type="checkbox"/> 19-Florence	<input type="checkbox"/> 20-Fond du Lac
<input type="checkbox"/> 21-Forest*	<input type="checkbox"/> 22-Grant	<input type="checkbox"/> 23-Green	<input type="checkbox"/> 24-Green Lake	<input type="checkbox"/> 25-Iowa
<input type="checkbox"/> 26-Iron*	<input type="checkbox"/> 27-Jackson	<input type="checkbox"/> 28-Jefferson	<input type="checkbox"/> 29-Juneau	<input type="checkbox"/> 30-Kenosha
<input type="checkbox"/> 31-Kewaunee	<input type="checkbox"/> 32-La Crosse	<input type="checkbox"/> 33-Lafayette	<input type="checkbox"/> 34-Langlade*	<input type="checkbox"/> 35-Lincoln
<input type="checkbox"/> 36-Manitowoc	<input type="checkbox"/> 37-Marathon*	<input type="checkbox"/> 38-Marinette	<input type="checkbox"/> 39-Marquette	<input type="checkbox"/> 40-Milwaukee
<input type="checkbox"/> 41-Monroe	<input type="checkbox"/> 42-Oconto	<input type="checkbox"/> 43-Oneida	<input type="checkbox"/> 44-Outagamie*	<input type="checkbox"/> 45-Ozaukee
<input type="checkbox"/> 46-Pepin	<input type="checkbox"/> 47-Pierce*	<input type="checkbox"/> 48-Polk*	<input type="checkbox"/> 49-Portage	<input type="checkbox"/> 50-Price
<input type="checkbox"/> 51-Racine	<input type="checkbox"/> 52-Richland	<input type="checkbox"/> 53-Rock	<input type="checkbox"/> 54-Rusk	<input type="checkbox"/> 55-St. Croix
<input type="checkbox"/> 56-Sauk	<input type="checkbox"/> 57-Sawyer*	<input type="checkbox"/> 58-Shawano*	<input type="checkbox"/> 59-Sheboygan	<input type="checkbox"/> 60-Taylor
<input type="checkbox"/> 61-Trempealeau	<input type="checkbox"/> 62-Vernon	<input type="checkbox"/> 63-Vilas*	<input type="checkbox"/> 64-Walworth	<input type="checkbox"/> 65-Washburn*
<input type="checkbox"/> 66-Washington	<input type="checkbox"/> 67-Waukesha	<input type="checkbox"/> 68-Waupaca	<input type="checkbox"/> 69-Waushara	<input type="checkbox"/> 70-Winnebago
<input type="checkbox"/> 71-Wood	<input type="checkbox"/> 72-Menominee	<input type="checkbox"/> 85- Red Cliff Tribe	<input type="checkbox"/> 86-Stockbridge- Munsee Tribe	<input type="checkbox"/> 87-Potawatomi Tribe
<input type="checkbox"/> 88-Lac du Flambeau Tribe	<input type="checkbox"/> 89-Bad River Tribe	<input type="checkbox"/> 91-Mole Lake/ Sokaogon Tribe	<input type="checkbox"/> 92-Oneida Tribe	<input type="checkbox"/> 94 - Lac Courte Oreilles Tribe

\*Please indicate if you also serve the tribal land in that county.

**Note: Utilities regulated by the Public Service Commission are not required to complete the following. The information listed below should reflect normal business practices.**

Normal delivery hours?	Will you deliver after hours? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many gallons do you require for a minimum delivery?	Will you deliver less than the minimum? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you charge for short notice? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Deferred or Budget Plan Description

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Does your price vary with the quantity ordered? If so, describe the price variance.

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What are your requirements for new customers?

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Please explain any special requirements you have for service to renters.

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Please explain your requirements for service to delinquent accounts.

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Please select the option that best describes the line of credit amount with your financial institution:

A line of credit equal to or greater than \$50,000     A line of credit less than \$50,000     Other

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